

INTERLOCAL AGREEMENT REGARDING EMERGENCY DISPATCHING, COMMUNICATIONS AND OTHER SERVICES

WHEREAS, Jefferson County and Recipient(s) are empowered to provide emergency communications services to the citizens within their respective jurisdictions and may, therefore, pursuant to IC 36-1-7, enter into an Interlocal Agreement with one another and with other public agencies to perform such services; and,

WHEREAS, Jefferson County, an Indiana political subdivision hereinafter called "County", has an emergency communications dispatch center and systems capable of providing emergency communications services to law enforcement agencies, fire departments, and emergency medical services providers within Jefferson County; and,

WHEREAS, County and the parties to this agreement believe emergency dispatch and communications services as well as other services would be best served by being managed through a "911 Communications Administrative Board"; and,

WHEREAS, the City of Madison and the Town of Hanover, (hereinafter called Recipients) desire to obtain emergency dispatch and emergency communications services from County; and,

WHEREAS, the parties hereto recognize that it is in the best interests of the citizens within their respective jurisdictions and in the furtherance of the health, safety and welfare of the citizens to have a unified emergency dispatch and communications system having the advantage of economies of scale; and,

WHEREAS, the governing body of each party has resolved, agreed, or ordained that this Interlocal Agreement may be entered into;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

I) DEFINITIONS AND FUNCTIONS

I-A) 911 Communications Administrative Board:

There shall be a 911 Communications Administrative Board, (hereinafter called the "Board"), composed of five (5) persons as follows:

A Jefferson County Commissioner;

A Jefferson County Council Member;

The Mayor of the City of Madison;

A Council Member from the City of Madison; and

A Board Member from the Town of Hanover.

Additional conditions for 911 Communications Administrative Board members are as follows:

The Jefferson County Commissioner shall be the permanent chairperson of the 911 Communications Administrative Board.

All decisions made by the Board shall be made by consensus unless the decision involves one of the following exceptions. Board decisions on exceptions may be made either by consensus or by a majority vote of those members present and voting. Three members of the Board shall constitute a quorum:

Decisions involving the budget.

Any revision to the method of determining Recipient's allocable portion of user fees.

Decisions regarding the hiring or termination of 911 Communications Director.

A quorum for the Board shall consist of any three (3) members. The Chairperson of the Board shall vote on all issues unless abstaining.

The Board shall meet quarterly, or as often as necessary, to conduct its business. Annually, at the last meeting of the calendar year, the Board shall elect one of its members as Vice Chairperson to serve in the absence of the chairperson. The Board shall appoint a Secretary who shall keep good and sufficient minutes of its meetings.

The Board shall set policy, evaluate and determine matters including but not limited to:

Preparing the annual 911 Communications capital and operations budget, funding, cost share distribution, the 911 Communications Enhanced 911 Surcharge Fund and the accumulated 911 Communications Capital Reserve Fund.

Overall governing authority of the emergency dispatch and communications system and related programs.

Implementation of new programs and discontinuance of existing programs.

Staffing levels, training standards and personnel issues.

Evaluation of technical system replacements or upgrades.

Appeals for the resolution of matters affecting 911 Communications operations, personnel or user agency requirements.

Employment, supervision, evaluation and termination of the Director and employment and termination of 911 Communications staff.

Approval of contracts and agreements that effect or concern 911 Communications

Any other matter of major policy level importance

I-B) Executive Director

The Board shall appoint a 911 Communications Executive Director with confirmation by the Board of Commissioners, who shall serve under the general personnel policy guidelines of the County. The Board will establish policy for the overall direction of 911 Communications through the advice and leadership of the 911 Communications Executive Director.

The 911 Communications Executive Director shall be responsible for:

The maintenance and operation of the emergency communications and telephone systems.

Management of the 911 ALI Database, Master Street Address Guide (MSAG), assignment of new 911 compliant addresses according to County ordinance, and maintenance of 911 related GIS data.

Management of 911 Communications budget, provision of periodic budgetary status reports to the Board.

Ensuring adherence to the policies and procedures of 911 Communications.

Recommendations to the Board regarding hiring and termination of 911 Communications staff. Evaluation and disciplinary actions and other personnel matters concerning 911 Communications staff as defined in the 911 Communications Policy and County Personnel Handbook.

The accomplishment of directives from the Board. The Director shall attend the meetings of, make regular reports to, and act upon instructions received from the Board.

I-C) Allocable proportion: The amount of money chargeable to Recipient as its share of capital costs and maintenance and operational expenses for the emergency

communications system. The allocable proportion is determined by the formula in Appendix A, which by this reference is hereby incorporated into and made a part of this agreement.

I-D) Enhanced 9-1-1 Revenue: A source of revenue generated by a telephone surcharge on a telephone system switched access line or a wireless access line. County shall dedicate all of said revenue to the maintenance, operation or improvement of eligible items in the Enhanced 9-1-1 system as specified by applicable Indiana State E911 Statutes.

I-E) Other Agencies: Any agency or jurisdiction which is not a party to this agreement.

The Board may provide emergency communications services to other agencies. Said agencies, if approved, shall enter into an Interlocal Agreement substantially similar to this agreement, or execute a services contract with 911 Communications.

I-F) Other Revenue Sources: Monies received by 911 Communications directly as a consequence of providing, pursuant to and with 911 Communications board approval, services concomitant to its emergency dispatch and communications system. Provided, that "other revenue sources" shall not include the allocable proportion of Recipient or any other entity which has entered into an Interlocal Agreement with 911 Communications substantially similar to this one.

I-G) Criminal Justice Data Communications System – IDACS: 911 Communications is connected to the Indiana State Police IDACS system for criminal history information. Because IDACS and NCIC require that a criminal justice agency must have actual direct control over an interfaced system or must execute a Management Control Agreement if the system is to be operated by another governmental entity, all participating communications centers, such as 911 Communications, which are terminal users of the Indiana State Police Law Enforcement Data Communications Systems must be subject to such Management Control Agreement. Therefore, the following is specifically agreed to:

The Police Operational Advisory Committee (VI-A) whose members are the Sheriff of Jefferson County, the Police Chief of the City of Madison, and the Town Marshall of Hanover shall bear full responsibility for insuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network shall be used solely for the purposes of the due administration of the criminal laws or for the purposes authorized by IDACS and NCIC, as now or hereafter amended. The Police Operational Advisory Committee shall establish rules and regulations governing access to, security for, and operation of the data communications network for any Criminal Justice Records Information received by means of such network.

II) DUTY OF COUNTY

County, shall equip, operate, staff and maintain facilities and accessories (i.e., inventory, equipment, and appurtenances) necessary and proper to provide emergency dispatch and communications services to Recipient and other member law enforcement agencies, fire departments, and public safety agencies within Jefferson County to the best of its abilities after considering available technology, geography and funding limitations. County, through the Board, shall provide to Recipient emergency dispatch and communications services as follows: (1) receive calls for emergency and other assistance; (2) dispatch emergency units and provide necessary information thereto; (3) maintain ready access to information concerning warrants, wants, and stolen vehicles, receive input necessary thereto, and dispatch such information upon request; (4) send, receive, and advise of all appropriate teletype messages; (5) maintain (or route to Recipient) all appropriate records and data regarding emergency communications of Recipient; and (6) do other things and provide other services necessary and proper for the efficient operation of an emergency communications system. County shall function as an umbrella organization for all employees of 911 Communications, who shall comply with all personnel and human resource guidelines of County, and shall be considered County employees. All 911 Communications staff members are considered civilians, and do not fall under the jurisdiction of the Jefferson County Merit Board.

The Board of Commissioners will review for payment of all 911 Communications claims and payroll.

III) PAYMENTS

For emergency communications services for each calendar year subsequent to the date of this agreement, Recipient agrees to pay to County its allocable proportion in twelve equal monthly installments. The allocable portion from Recipients shall be pro-rated during the first year. The allocable proportion for each calendar year due from Recipient is computed as described in Appendix A. Other agencies may be billed for 911 Communications services at a rate as determined by the board.

IV) BUDGET

Annually, the 911 Communications Administrative Board and Director shall develop a budget which will meet the anticipated maintenance and operations expenses of the emergency dispatch and communications system, facilities and accessories for the coming calendar year. The Board shall instruct the Director to submit copies of the 911 Communications preliminary budget to all parties to this agreement for review and comment no later than March 1st of each calendar year, and the Board shall give due consideration to all comments submitted by member agencies.

The Board shall propose a final budget no later than the last meeting in June for the following calendar year. Once the budget is proposed by the Board, it shall be forwarded to the County Council. The Board will comply with all budgetary guidance and

directives received from the County Council, Board of Commissioners, Indiana Department of Local Government Finance and the Indiana State Board of Accounts.

In conjunction with the development of the annual budget, the Board will prepare a methodology, based on the formula in Appendix A, for the distribution of 911 Communications operating costs to the parties to this agreement and to other agencies 911 Communications is providing service to under contract.

The Jefferson County Auditor shall be designated to receive, disburse and account for all funds of 911 Communications. Each year the Director shall project a budget of the anticipated amount of money that will be received. This budget, along with a plan for system and/or capital upgrades, shall be presented to the Board.

The money collected from all telecommunications, wireless and cellular phone company surcharges shall be sent directly to the Jefferson County Auditor's office for deposit. Surplus cash reserves in excess of each month's anticipated expenditures are anticipated to be invested according to County policy. Interest received shall be deposited in the 911 Communications budget and considered an Other Revenue Source as in Section I-F. 911 Communications shall also cooperate in all ways with local, state, and federal government agencies and any private funding sources to maximize the use of grants or gifts for equipment and operations.

The 911 Communications Director shall provide budgetary status reports to the Board quarterly or at other times upon request.

All 911 Communications monies, grants, tax receipts and interest earned shall remain in non-reverting funds that are separate from County's other funds and be available for future use as determined by the Board with approval or appropriation by the County Council.

911 Communications may accept gifts, grants, or loans of money, equipment, or services from any lawful source.

V) ADVISORY COMMITTEES:

Four Advisory Committees to the Board shall be formed, one for Police Services, one for Fire and Emergency Medical Services, one for Technical issues, and one for Management issues.

V-A) Police Operational Advisory Committee. The Police Advisory Committee shall be comprised of the Jefferson County Sheriff, the Chief of Police of Madison, and the Town Marshal of Hanover. Each committee member shall designate an alternate member from his/her agency who shall attend the Advisory Committee meeting at such times the duly designated committee member is not otherwise available to attend the meeting. The alternate committee member shall have full powers to vote and act as a Committee member at all meetings the alternate committee member attends in lieu of the regularly

designated committee member. Only agencies served by 911 Communications may be members of the Police Advisory Committee.

V-B) Fire and EMS Operational Advisory Committee. The Fire and EMS Advisory Committee shall be comprised of the Fire Chiefs from each fire service jurisdiction served by 911 Communications and a representative from KDHHS. Each committee member shall designate an alternate member from his/her agency who shall attend the Fire and EMS Advisory Committee meeting at such times the duly designated committee member is not otherwise available to attend the meeting. The alternate committee member shall have full powers to vote and act as a Committee member at all meetings the alternate committee member attends in lieu of the regularly designated committee member. Only agencies served by 911 Communications may be members of the Fire and EMS Advisory Committee.

V-C) Technical System Advisory Committee. The members of the Technical System Advisory Committee shall be comprised of members who have a special interest or expertise in the technical aspects of communications. The Chairperson and the members of the Committee shall be appointed by the Board.

V-D) Management Advisory Committee. The Management Advisory Committee shall be comprised of one member of the Police Operational Advisory committee chosen by its members, one member of the Fire and EMS Operational Advisory Committee representing a fire jurisdiction chosen by its members, and the member of the Fire and EMS Operational Advisory Committee representing KDHHS. No alternate members of the originating committees shall participate in the Management Advisory Committee.

The Police Operational Advisory Committee and Fire and EMS Operational Advisory Committees, working in partnership with the Director, shall have the authority to initiate operational changes. All revisions to operational procedures are subject to review by the Board, as are any decisions impacting administrative policies or the budget.

The Technical System Advisory Committee shall be convened any time the purchase, upgrade, replacement or enhancement of any technical component of the 911 Communications system is considered. The Committee will review all RFP responses, proposals, quotes, estimates and contracts to ensure the technical aspects of each are consistent with and in the best interest of 911 Communications and Recipients. The Committee will make recommendations to the Board based on these reviews.

The Management Advisory Committee shall act in a high level advisory capacity to counsel the board regarding general operational and personnel matters. Discipline specific operational guidance for Police, Fire and EMS will come from the respective Operational Advisory Committees.

The Advisory Committees shall be standing committees and shall meet quarterly, or as often as necessary, to conduct their business. Each committee shall select a Chairperson who shall conduct the meeting and assume other functions as the committees shall

determine. The Chairperson of each Advisory Committee shall also advise the Board at its regularly scheduled meetings of the needs of the operating departments served by 911 Communications. The Director or his/her designee will serve as secretary to the Police Operational Advisory Committee, Fire and EMS Operational Advisory Committee, and Technical Advisory Committees.

VI) MODIFICATIONS

This agreement may only be modified in writing approved by action of each Recipient and the County Executive and County Fiscal body..

VII) EQUIPMENT

911 Communications shall own and maintain all equipment and assets previously obtained or purchased by County for the purposes of establishing and maintaining operations except that which is determined to be specifically required to remain with the Sheriff's Department. This includes all office furniture as well as office, radio, data, telephone and computer equipment, etc. 911 Communications shall own all future equipment acquired for expansion of operations including any remote radio equipment deemed necessary to serve Recipients.

911 Communications shall not own land, towers, or radio buildings currently owned by the City of Madison, or any other non-county entity. Each governmental entity shall continue to own, maintain, and bear the cost burden of their own real estate, towers, radio buildings, fences, generators, electrical wiring, and emergency warning siren systems; including paying the cost of electricity or other necessary utilities.

911 Communications shall own, operate, and maintain, including repair and replacement if necessary, all radio repeaters and ancillary equipment including, but not limited to radios, antennas, antenna cables, remote receivers, etc. owned by Recipients prior to the formation of the 911 Communications Central Dispatch Center on January 01, 2014.

911 Communications will not remove from service or relocate radio equipment or systems owned by Recipients without the approval of the Board of Public Works and Safety, or other agency or department of the Recipients as designated by their Board of Public Works and Safety. This shall not be construed to prevent 911 Communications from maintaining such systems with repairs or replacement as needed to keep such systems operational.

Recipients shall be individually responsible for the provision of end user equipment for communication with 911 Communications or between their personnel. Each Recipient shall retain the responsibility and operational authority for its departments and for such equipment and services as required at its place of operations to connect to 911 Communications operations. Interconnecting equipment shall be included in the 911 Communications budget, as the Board shall determine. Each Recipient shall be

responsible for purchasing, maintaining, and repairing their own base, mobile, and portable communications equipment including pagers and computers.

VIII) ADMISSION OF NEW PARTIES:

Public safety entities that are not Recipients under this agreement may be added to this agreement as Recipients upon meeting any terms and conditions as determined by the Board.

IX) TERM

This Interlocal Agreement shall be in full force and effect upon execution by County and Recipient, who is the City of Madison. The agreement shall renew on January 1, 2011 and automatically renew for consecutive one year terms unless Termination or Dissolution is enacted via Section X.

X) DURATION AND TERMINATION

Except as otherwise specifically provided herein, any party to this agreement may withdraw from this Agreement upon at least one (1) year's written notice to the Board. Said termination notice must be received by December 31st of the year prior to termination to be effective on December 31st of the following year.

All equipment purchased or acquired by 911 Communications and used in common for 911 Communications purposes shall be retained by the County upon the withdrawal of any party to this agreement or the termination of this Interlocal Agreement.. FCC licenses held by 911 Communications shall be transferred to the former member agencies which held the license prior to this Agreement.

XI) MERGER

This interlocal agreement, including Appendix A merges and supersedes all prior negotiations, representations and oral or written agreements between the parties hereto relating to subject matter hereof and constitutes the entire interlocal agreement between the parties.

XII) SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Agreement, which can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are declared to be severable.

XIII) FILING

As provided by IC 36-1-7 this agreement shall be filed prior to its entry in force with various entities as required by law.

XIV) EXECUTION OF AGREEMENT

Each party to this agreement may bind itself with all other parties to this agreement by signing a duplicate original of this agreement and submitting such signed duplicate original to County. It is understood that such execution shall not require that one original agreement be signed by all parties to this agreement, but that there will be several duplicate originals signed by each party to this agreement. The purpose of this provision is to facilitate the signing of the agreement and to avoid undue delay in the execution of the agreement. This agreement, however, shall be executed on behalf of each member by its authorized representative and pursuant to the appropriate motion, resolution or ordinance of each local government or other entity as the case may be. Each party to this agreement shall be bound to it as of the date it is signed by that member.

XV) INDEMNITY AGREEMENT

Each Recipient agrees to defend, indemnify and to hold harmless the County and 911 Communications, and other Recipients, from all claims, loss or damage, including costs and reasonable attorney fees, resulting from the Recipient's sole negligence and from actions or omissions that are solely attributable to any employee, official, or agent of the Recipient, including but not limited to the loss or damage of any nature arising from provision of law enforcement, fire, or emergency medical services.

In addition to and notwithstanding the foregoing, the County is solely responsible for any liability or claim of liability which arises out of the exercise or alleged exercise of authority by any employees or staff members, including the director, of 911 Communications, and shall defend, indemnify and hold harmless the Recipients from all claims, loss or damage, including costs and reasonable attorney fees, sustained by any person or property resulting from the acts or omissions of 911 Communications, its employees, officers, agents, or volunteers, in connection with the performance of this Agreement. Nothing herein shall be deemed or interpreted to impose any liability on the County, the 911 Communications Administrative Board or the Recipients for conduct immune from liability pursuant to I.C. 34-13-3-3.

XVI) NO PARTNERSHIP

It is understood and agreed by the parties that nothing within this Agreement shall be construed as creating or constituting a partnership between the parties.

XVII) BENEFITS.

This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons or entities.

XVIII) EFFECTIVE DATE

This Interlocal Agreement shall be effective as of the date of the signature of the parties attached hereto.

APPENDIX A

The allocable proportion shall be computed as follows:

After formulating the budget for 911 Communications, all outside revenue from taxes, fees, surcharges, grants, contracts for service and all other sources shall be deducted from the total. The resulting balance shall be distributed proportionally among 911 Communications members as determined by each member's percentage of agreed contribution. The Board shall review each participant's percentage of contribution three years after this agreement is signed.

Participant	Percentage
Jefferson County	55%
City of Madison	45%
Town of Hanover	0%

Dated this 9 day of December, 2016

THE BOARD OF COMMISSIONERS OF THE
COUNTY OF JEFFERSON, STATE OF
INDIANA

Norbert Schafer
Norbert Schafer, President

Robert Little
Robert Little, Member

Mark Cash
Mark Cash, Member

ATTEST:

Sherry Eblen
Sherry Eblen, Auditor
Jefferson County, Indiana

Dated this 6th day of December, 2016.

TOWN OF HANOVER

Kenneth W. Garrett
Kenny Garrett, President

Doug Hamilton
Doug Hamilton, Council Member

Kathi Scroggins
Kathi Scroggins, Council Member

Treva Shelton
Treva Shelton, Council Member

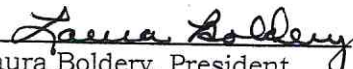
Denise Buxton
Denise Buxton, Council Member

ATTEST:

Donna Pettitt
Donna Pettitt, Clerk/Treasurer
Town of Hanover, Indiana

Dated **this** ____ day of _____, 2016,


JEFFERSON COUNTY COUNCIL
COUNTY OF JEFFERSON, STATE OF
INDIANA


Laura Boldery, President


Judy Smith


Joe Craig



Chris Shelton


Ray Denning


Keith Gaffney



Gary Ambrecht

ATTEST:

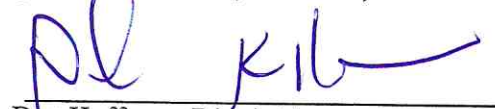

Sherry Eblen Auditor
Jefferson County, Indiana

Dated this 3rd day of January, 2017.

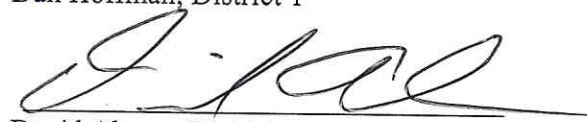
CITY COUNCIL,
CITY OF MADISON, STATE OF
INDIANA



Darrell Henderson, President, District 5




Dan Hoffman, District 1



David Alcorn, District 2



Derma Smith, District 3



Troy Morgan, District 4



Laura Hodges, Council Member-at-large

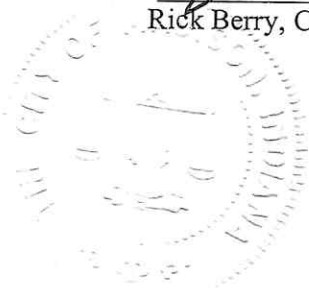


Dan Dattilo, Council Member-at-large

ATTEST:



Rick Berry, Clerk-Treasurer



RESOLUTION NO.

2-2017


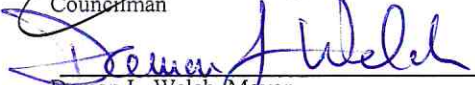
**A RESOLUTION OF THE COMMON COUNCIL
OF THE CITY OF MADISON, INDIANA
APPROVING INTERLOCAL AGREEMENT REGARDING
EMERGENCY DISPATCHING, COMMUNICATIONS
AND OTHER SERVICES**

WHEREAS, the City of Madison, Indiana is empowered. to provide emergency communication services to the citizens of the City of Madison, Indiana.


WHEREAS, it is in the best interest and health, safety and welfare of the citizens of the City of Madison, Indiana that the Common Council of the City of Madison, Indiana enter into an Interlocal Agreement with Jefferson County, Indiana to provide such services (see Interlocal Agreement attached as Exhibit A).

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Madison, Indiana that the City of Madison, Indiana is hereby authorized to enter into an Interlocal Agreement with Jefferson County, Indiana for a unified emergency dispatch and communications system (see Interlocal Agreement attached as Exhibit A).

DULY ADOPTED BY THE COMMON COUNCIL OF THE CITY OF MADISON,
INDIANA this 3rd day of January, 2017.


Councilman

Damon L. Welch, Mayor
City of Madison

Presented by me to the Mayor of the City of Madison, Indiana, on
this 3rd day of January, 2017


Rick Berry, Clerk-Treasurer

